GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSAL FOR IMPLEMENTING ANIMAL BIRTH CONTROL(ABC), MASS DOG VACCINATION (MDV)& MICROCHIPPING FOR STRAY DOGS IN BBMP YELAHANKA ZONE

- RFP No. **BBMP/2023-24/SE0494**

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REQUEST FOR PROPOSAL (RFP) SCHEDULE

1. RFP Reference No.	:	**BBMP/2023-24/SE0494**
2. Date of Commencement of Download of RFP Document from Karnataka public Procurement portal website http://Kppp.karnataka.gov.in.	:	From 29/02/2024
3. Tender Inviting Authority	:	Joint Director (Animal Husbandry), BBMP.
4. Tender Accepting Authority	:	Chief Commissioner, BBMP.
5. Estimated amount of tender	:	Rs.1,43,33,220.00
6. Last Date and Time for uploading Online Queries[1] in Karnataka public Procurement portal	:	up to 04/3/2024 5:00 PM
7. Date and Time of Pre-bid Meeting	:	04/3/2024 at 11:00 AM at the following venue: Office of the JD(AH), Ground floor, Annex-3, N.R. Square, Bangalore-02
8. Last Date and Time for uploading of RFP in Karnataka public Procurement portal	:	up to 14/3/2024 5:00 PM
9. Date and Time of Opening of RFP in Karnataka public Procurement portal	:	15/3/2024 5:10 PM
10. Place of Opening of RFP	:	Online at Karnataka public Procurement portal
11. Address for Communication	:	Joint Director (Animal Husbandry), N.R.Square, Bangalore-02. Phone:9480685949 Email:

[1]Only Online Queries through KPP portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP JOINT DIRECTOR (ANIMAL HUSBANDRY), invites Proposals under eProcurement (two cover system) for IMPLEMENTING ANIMAL BIRTH CONTROL(ABC) (600 ABCs/Month), MASS DOG VACCINATION (MDV) - ARV & COMBINED VACCINE & MICROCHIPPING FOR STRAY DOGS IN BBMP YELAHANKA ZONE on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all organizations recognized by Animal Welfare Board of India. The Service providers can participate for all the eight zones, however, **maximum TWO ZONES** will be awarded for a single service provider. If a single service provider becomes eligible in more than two zones, then option to select two zones will be given to the service provider, for other zones retender process will be initiated.
3. The RFP includes the following documents:
   3.1. Section 1 - Letter of Invitation
   3.2. Section 2 - Information to Service Provider
   3.3. Section 3 - Technical Proposal - Standard Forms
   3.4. Section 4 - Financial Proposal - Standard Forms
   3.5. Section 5 - Terms of Reference
   3.6. Section 6 - Standard Form of Contract.
4. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through http://Kppp.karnataka.gov.in. portal.

Yours sincerely,

Joint Director (Animal Husbandry)

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP Joint Director (Animal Husbandry), invites Proposals under eProcurement (two cover system) for IMPLEMENTING ANIMAL BIRTH CONTROL(ABC) (600 ABCs/Month), MASS DOG VACCINATION (MDV) - ARV & COMBINED VACCINE & MICROCHIPPING FOR STRAY DOGS IN BBMP YELAHANKA ZONE on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The RFP is open to all organizations recognized by Animal Welfare Board of India. The service providers will be selected under Least Cost Selection (LCS) procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt

or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in Karnataka public Procurement portal as per the RFP Schedule. Only Online Queries through Karnataka public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka public Procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Providers are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Joint venture/consortium is not allowed for this tender.

3.3.2. The estimated number of staff required for this tender, are as follows:

Sl.	Position	ABC	MDV & Microchipping
1.	Qualified, Registered Veterinary Practitioner (Proven Skills in ABC surgeries)	2	1
2.	Veterinary assistants /Para-vet	2	-
3.	Supervisors	1	-
4.	Stray dog catchers	8	4
5.	Cleaning staff	2	-
6.	Drivers and Vehicles with GPS	2	1
7.	Data entry Operator	1	1

Sl.	Position	Minimum Qualification Requirement
1.	Veterinary Practitioner	• Should have completed BVSc & AH from the recognized university with minimum 2 year experience in performing ABC surgery.
2.	veterinary assistants / Para vet	• Should have completed Diploma course in Animal Husbandry from any recognized University or Veterinary Assistant/ Veterinary livestock inspector training from AH& VS department or Para-vet training course from any AWBI recognized institution. • Should be experienced in assisting ABC protocols/procedures/Anti-Rabies vaccination drives and related support services in any AWBI recognized Animal welfare Organization.
3.	Supervisors	• Should have minimum 1 year experience in supervision of ABC

Sl.	Position	Minimum Qualification Requirement
		related programs.
4.	Stray dog catchers	• Should have experience and training in catching dogs in a humane manner as recommended AWBI SOP
5.	Cleaning staff	• Experience in cleaning.
6.	Drivers and Vehicles with GPS	• Should have valid driving License and at least one year experience in driving.
7.	Data Entry Operator	• Should have requisite computers skills training certificate from any of the recognized training institute.

3.3.3. "Alternative key staff shall not be proposed. The successful bidder shall submit CV for each position."

Note: Dedicated Staff for ABC/ MDV & Microchipping for each Zone are Mandatory

3.4. The Technical Proposal should contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

1.	Earnest Money Deposit (EMD) : 2,14,999.00
2.	AWBI registration certificate
3.	GST registration certificate if applicable.
4.	EPF registration certificate.
5.	ESI registration certificate.
6.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Rs.1,43,33,220.00- One time of the estimated value of the tender) in any one of the last three years i.e, 2020-21, 2021-22, 2022-23)

<table>
<tr><td>7.</td><td>Audited Balance Sheet, 2020-21, 2021-22, 2022-23</td></tr>
<tr><td>8.</td><td>Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23</td></tr>
<tr><td>9.</td><td>IT returns of past 3years, 2020-21, 2021-22, 2022-23.</td></tr>
<tr><td>10.</td><td>Affidavit as per format enclosed.</td></tr>
<tr><td>11.</td><td>Bidder should have conducted minimum of 3600 ABC Surgeries (50% of the total estimated surgeries in a year) satisfactorily in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23 and should not have had any major registered complaints with respect to the violation of ABC rules-2023, section- 4(2) and there after the guilt proved.
❖ AWOs providing services to government bodies can submit work orders as document for work experience and remaining can submit related necessary documents to fulfill the criteria.</td></tr>
<tr><td>12.</td><td>Details of the existing contracts.</td></tr>
<tr><td>13.</td><td>A detailed description of the proposed methodology, staffing, and monitoring, training on ABC programs.</td></tr>
<tr><td>14.</td><td>CV, course completion certificate, AWBI training certificates for the doctors for the following staff:
<table>
<tr><th>Sl.</th><th>Position</th><th>ABC</th><th>MDV & Microchipping</th></tr>
<tr><td>1</td><td>Qualified, Registered Veterinary Practitioner (Proven Skills in ABC surgeries)</td><td>2</td><td>1</td></tr>
<tr><td>2</td><td>Veterinary assistants /Para-vet</td><td>2</td><td>-</td></tr>
<tr><td>3</td><td>Supervisors</td><td>1</td><td>-</td></tr>
<tr><td>4</td><td>Stray dog catchers</td><td>8</td><td>4</td></tr>
<tr><td>5</td><td>Cleaning staff</td><td>2</td><td>-</td></tr>
<tr><td>6</td><td>Drivers and Vehicles with GPS</td><td>2</td><td>1</td></tr>
<tr><td>7</td><td>Data entry Operator</td><td>1</td><td>1</td></tr>
</table></td></tr>
<tr><td>15.</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>16.</td><td>Details of Service Provider</td></tr>
<tr><td>17.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
</table>

18.	Original/notarized documents to be submitted for verification, verification date will be intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The rate should be quoted in http://Kppp.karnataka.gov.in.portal only.

Sl.No	Description	Unit rate
1	**ABC- The service charges quoted per stray dog for carrying out ABC surgery:** • Remuneration for the proposed staffs as prescribed in the RFP. • Transportation (for mobilization and demobilization with GPS tracking) services. • Equipment's and consumables used for ABC surgery. • Vehicles with GPS tracking, office equipment, furniture, and supplies, office rent, insurance etc. • Printing of documents on surveys and training. • Catching, deworming, sterilizing, • Medicines/sutures/Instruments and other consumables used for ABC surgery. • Post-operative observation/care, feeding of dogs. • Cost of biomedical waste dispose as per KSPCB. • Releasing back the neutered dogs to the exact place from where they were caught. • Data entry of the stray dogs through WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP • Under special circumstances euthanizing the incurably ill / rabid dog and mortally wounded stray dogs after the approval from the concerned authorities. • Other costs as per RFP document which is required for the successful implementation of ABC surgery for stray dogs. • ARV, COMBINED VACCINE & RFID MICROCHIPS will be supplied by BBMP. These shall be inserted to all the dogs which are undergone ABC surgery. • Bilateral ear-clipping of Every dog that has undergone ABC sterilization is mandatory	
2	**Mass Dogs Vaccination (MDV) - Anti-Rabies**	

	Vaccine & Combined Vaccination and Microchipping for Stray Dogs • ARV, Combined Vaccination & Microchipping for stray dogs under this program. The rate quoted should include all the costs associated such as manpower, vehicle transportation cost and all other cost for administration of Anti-Rabies Vaccine, Combined Vaccine & Microchip under BBMP wards in field level. • Anti-Rabies Vaccine, Combined Vaccine and RFID Microchips along with Readers will be supplied by BBMP. Hence the rate quoted should exclude these items.	

Note:

- If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

- The Service providers can participate for all the eight zones, however, maximum two zones will be awarded for a single service provider. If a single service provider becomes eligible in more than two zones, then option to select two zones will be given to the service provider, for other retender process will be initiated

3.7. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the Karnataka Public Procurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison

or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. The committee will allocate 100 points if bidder uploads all the documents. If any one of the below mentioned document is not uploaded then the bid will be rejected.

Sl. No	Documents
1.	Earnest Money Deposit (EMD)
2.	AWBI registration certificate
3.	GST registration certificate if applicable.
4.	EPF registration certificate.
5.	ESI registration certificate.
6.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Rs.1,43,33,220.00 - One time of the estimated value of the tender) in any one of the last three years i.e, 2020-21, 2021-22, 2022-23)
7.	Audited Balance Sheet, 2020-21, 2021-22, 2022-23
8.	Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23
9.	IT returns of past 3years, 2020-21, 2021-22, 2022-23.
10.	Affidavit as per format enclosed.
11.	Bidder should have conducted minimum of 3600 ABC Surgeries (50% of the total estimated surgeries in a year) satisfactorily in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23 and should not have had any major registered complaints with respect to the violation of ABC rules-2023, section- 4(2) and there after the guilt proved. AWOs providing services to government bodies can submit work orders as document for work experience and remaining can submit related necessary documents to fulfill the criteria.
12.	Details of the existing contracts.
13.	A detailed description of the proposed methodology, staffing, and monitoring, training on ABC programs.
14.	CV, course completion certificate, AWBI training certificates for the doctors for the following staff:

Sl.	Position	ABC	MDV & Microchipping
1	Qualified, Registered Veterinary Practitioner (Proven Skills in ABC surgeries)	2	1
2	Veterinary assistants /Para-vet	2	-
3	Supervisors	1	-
4	Stray dog catchers	8	4
5	Cleaning staff	2	-
6	Drivers and Vehicles with GPS	2	1
7	Data entry Operator	1	1

15.	Technical Proposal Submission Form
16.	Details of Service Provider
17.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE

- All documents to be uploaded on KPPP portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in Karnataka public Procurement Portal, which did not meet the minimum qualifying mark 100 or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have secured the minimum qualifying mark 100 in the technical evaluation.

5.5. The financial bids shall be opened online in the http://Kppp.karnataka.gov.in.portal.

5.6. The Client will select the bidder who has quoted lowest rate per ABC Programme and Mass Dog Vaccination Drive Separately.

5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The Service providers can participate for all the eight zones, however, maximum two zones will be awarded for a single service provider. If a single service provider becomes eligible in more than two zones, then option to select two zones will be given to the service provider, for other zones then retender process will be initiated.

5.9. The selected Service Provider will be invited for negotiations if required.

5.10. The bidder should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

5.11. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful in the Karnataka public procurement portal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from March - 2024

7.3. Within 21 days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client’s locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client.

7.4. Within 21 days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through Karnataka public procurement portal.

7.5. The successful L1 bidder after receiving the work order to carry out ABC, MASS DOG VACCINATION DRIVE (MDV) - ARV & COMBINED VACCINE & MICROCHIPPING FOR STRAY DOGS, should obtain a certificate project recognition from the Animal welfare Board of India, as per Animal birth control rules 2023.

7.6. If there is any typographic error of the bid amount mentioned between words and figures the lower figure among the two will be considered as bid amount.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

11. Bidders will be debarred as per the KTPP act.

12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer

granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

Joint Director (Animal Husbandry),
N.R.Square, Bangalore-02.

Dear Sir/Madam,

RFP Ref. No.

Subject: Technical Proposal for …….

We, the undersigned, offer to IMPLEMENT ANIMAL BIRTH CONTROL (ABC), MASS DOG VACCINATION DRIVE (MDV) - ARV & COMBINED VACCINE & MICROCHIPPING FOR STRAY DOGS FOR STRAY DOGS IN BBMP YELAHANKA ZONE, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…… We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this RFP	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Description of the methodology and work plan for performing the assignment

The Service provider should submit their proposed methodology and work plan to implement ABC, Vaccination.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in lakhs)**
1.	2020-21	
2.	2021-22	
3.	2022-23	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

5. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ....for the Request for Proposal of BRUHATH BENGALURU MAHANAGARA PALIKE for ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Presently Not Used as scanned copy cannot be uploaded)

Note:

The rate should be quoted in http://Kppp.karnataka.gov.in. portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

Implementing Animal Birth Control, Mass Dog Vaccination (MDV) Drive and Microchipping in stray dogs,

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider to implement the Animal Birth Control, Mass Dog Vaccination (MDV) Drive and Microchipping in stray dogs for a period of 12 months, extendable by another 12 months based on the performance.

3. An Outline of the Tasks to be Carried Out (scope of work)

- ABC program should be implemented as per ABC rules 2023.
- The successful bidder should obtain a certificate project recognition from the Animal welfare board of India.

Annexure-1

1. The Service Provider shall be responsible for sterilization and administration of Anti-rabies vaccine, Combined Vaccine and Micro chipping of Stray dogs, and under special circumstances euthanizing (Humanely) the incurably illness/Rabid dogs and mortally wounded stray dogs after the approval from the concerned authorities and Veterinarian in-charge.
2. The successful service provider will be required to perform the following tasks on behalf and on the authority of the BBMP in the interest of protecting the health, safety and convenience of the citizens and in compliance with the Animal Birth Control (Dogs) Rules 2023 and thereafter any other rules/laws/guidelines issued by Government of India or directions/judgments given or passed by any court applicable to this work, following are the roles and responsibilities:
    a) Catch the stray dogs, implement the Animal Birth Control Programme, which involves sterilizing male and female stray dogs and also take up Mass dog vaccination drive i.e., administer the Anti-Rabies Vaccine, Combined vaccine & Microchipping for stray dogs & de-worming of dogs and release them back to the exact Geo-location from where they were caught after the dog is completely recovered and confirmed by the veterinarian in-charge that the dog is fit to be released.
    b) If at all they need to, euthanize the Stray Dogs, which are suffering from incurable illness/Rabid and mortally wounded dogs in a humane manner. (Euthanization should be conducted with the approval of concerned

authorities). Incurable illness and mortally wounded dogs as diagnosed/certified by a qualified Veterinarian appointed by the Committee shall euthanize according to the guidelines (Annexure-5).

c) Implement the above work as per guidelines and relevant rules and under the supervision of the officers of BBMP deputed for the purpose.

3. The Standard Operating Procedures as laid out in the ABC Dog Rules 2023 should be fully complied by the service provider agency during the dog catching process. In order to achieve these following aspects should also be followed scrupulously:
    a) The Dog shall be caught in a humane manner and the ABC or vaccination (or Euthanization) shall be carried out as per the Animal Birth Control (Dogs) Rules, 2023 under the Prevention of Cruelty to Animals Act, 1960 and as per “Standard Operating Procedures” complied by Animal Welfare Board of India (AWBI). Dog catchers shall be trained and sensitized in this regard.
    b) The successful agency shall make adequate arrangements to feed the dogs as per the prescribed diet in a timely manner while they are impounded for ABC.
    c) The service agency shall use the Worldwide Veterinary Service (WVS) MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP to record all the details including capture of photo of each dog while catching, operating (performing ABC Surgery), Anti-Rabies Vaccine, Combined vaccine & Microchipping and also during release of the dogs. All the data related should be compulsorily recorded through the mobile application and details entered therein. The payments to the service provider will be made after due verification of the data collected from the MIS reports.
    d) All dog catching vans shall be fitted with GPS devices as recommended by BBMP, the data reports of which will be accessible to BBMP. Claims of bills of service provider shall be cross checked against the GPS tracking reports.
4. The Successful service agency shall follow the following protocols strictly while conducting ABC surgeries:

a) To strictly enforce and follow the aseptic surgical protocol as per AWBI SOP and as detailed in Annexure-1

b) Qualified Veterinarian performing the surgery should follow all aseptic protocols of surgery (Halsted’s Principles - Including scrubbing of hands, donning gloves aseptically, Better tissue handling etc.)

c) Dogs subjected for ABC surgery should be prepared aseptically with recommended methods and solutions.
d) Service provider should have adequate number of autoclaved surgical instruments and drapes (Minimum of 25 sets of surgical instruments and drapes) as per the work load. All the sets have to be strictly autoclaved before use.
e) Regular maintenance of autoclave should be done and strictly use indicator strips (test strips) to check the efficiency of autoclave.
f) All the Medicine register & Consumables stock book should be compulsorily maintained and produced for inspection

Annexure-2 Surgical and Anesthesia Protocols

1. Surgical Procedure Female dog:

a) Standard surgical procedure should be performed, recommended in the (Latest version of Small Animal Soft Tissue Surgery textbook by Fossum et.al. or any other standard text book).
b) Few Key areas – Non-Negotiable:
c) Female dog should be closed in 3 layers i.e. muscle layer with (simple interrupted pattern), subcutaneous layer (simple continuous pattern) and skin layer with (intra-dermal pattern). Strictly do not use external suture materials.
d) Suture materials recommended:
Ovarian artery stump or cervical artery stump should be ligated with natural/synthetic absorbable multifilament or monofilament, size-0 or size-, Catgut or Polyglactin-910 (PGLA/Vicryl) or Polyglycolic Acid (PGA) or Polydioxanone (PDS) from standard manufactures.
e) Strictly use only, synthetic absorbable multifilament/monofilament, size-0 or size-1 based on the body weight of the dog, for closure of muscle, sub-cutaneous and skin layer with i.e. Polyglactin-910

(PGLA/Vicryl) or Polyglycolic Acid (PGA) or Polydiaxone (PDS) from standard manufactures.

2. Surgical Procedure of Male dog:

a) Standard surgical procedure should be performed, recommended in the (Latest version of Small Animal Soft Tissue Surgery textbook by Fossum et.al. or any standard text book)

b) Male dog should be closed by 2 layers i.e. subcutaneous layer (simple continuous pattern) and skin layer with (intra-dermal pattern). Strictly do not use external suture materials.

c) Suture materials recommended:
Strictly use only, Spermatic cord should be ligated with natural/synthetic absorbable multifilament/monofilament size-0 or size-1 Catgut or Polyglactin-910 (PGLA/Vicryl), Polyglycolic Acid (PGA) or Polydioxanone (PDS) from standard manufactures.

d) Strictly use only, synthetic absorbable multifilament/monofilament, size-0 or size-2-0 based on the body weight of the dog, for closure of sub-cutaneous and skin layer with (intra-dermal pattern) i.e. Polyglactin-910 (PGLA/Vicryl) or Polyglycolic Acid (PGA) or Polydiaxone (PDS) from standard manufactures.

e) Failure to follow above mentioned protocols will attract penalty including cancellation of work order.

f) BBMP holds all rights to revise the annexure based on the latest scientific updates.

Annexure-3 Mass Dog Vaccination (MDV) Drive and Microchipping and ABC Catching Protocols

1. Mass drive Anti-Rabies Vaccination (MDV), Combined Vaccination and Micro chipping

a) Service providers should use WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP to carry out Mass Dog Anti-Rabies Vaccination (MDV), Combined Vaccination and Micro chipping

b) Teams should to carry out systematic ward-wise Mass drive Anti-Rabies Vaccination (MDV), Combined Vaccination and Microchipping with help of WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP

c) Vaccines have to be maintained in the cold chain always (Vaccines should not be frozen). Uninterrupted power supply should be maintained ensuring that cold-chain is not affected.
d) Teams should visit each and every street in a particular ward and ensure at least 70% of the estimated dog population is vaccinated to maintain herd immunity.

e) Service providers should give prior intimation to concerned ward volunteers, feeders and animal activists so that coverage of vaccination is improved.

f) Blanket/Ring vaccination should be carried out only based on instructions of concerned zonal assistant directors.

2. Animal Birth Control Program Protocols:

a) Service providers should use WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP Mobile application to carry out ABC drive.
b) ABC catching should be carried out in the assigned wards systematically, ensuring greater sterilization coverage.
c) Service provider should aim to cover 90% of the unsterilized female population in that particular ward based on the estimate.
d) Street dog complaints of the particular zone may be attended post routine work, except for the dog bite/ suspected rabies cases, which have to be attended on priority.

Annexure-4 Suspected Rabies Management Protocols

1. Attending suspected Rabies Case:
    a) BBMP Rabies Helpline (+91 6364893322) is reachable to public 24/7
    b) BBMP Rabies helpline will coordinate with the service provider and the complainant for picking up the suspected rabies dog.
    c) The rabies response team of the service provider should be available to pick-up the suspected rabies dogs 24x7 in BBMP limits.
    d) The service provider after confirmation from the helpline will pick up the dog for quarantine and observation in the concerned ABC centre.

e) Following the death of suspected rabies dog, the in-charge veterinarian of the service provider is responsible for collection, dispatch of brain sample to the OIE-Reference Laboratory at Bangalore Veterinary College, Hebbal as per the standard protocol.
f) All details with respect to owner, location, address etc., of the suspected dog should be shared with BBMP Rabies helpline and Laboratory by the service provider.

2. Necropsy and brain stem sample collection protocol:
    a) Necropsy should be conducted as soon as possible.
    b) Carcass can be placed in freezer if necropsy cannot be completed on the same day.
    c) Wear all protective gear (Face shield, face mask, apron, long gloves and 2 pair of normal latex gloves).
    d) Place the carcass in lateral recumbence and flex the neck and make a small incision on the dorsal part of the neck caudal to the external occipital protuberance and cranial to the wings of atlas. Access the atlanto-occipital joint, cut through the muscles and gain access to foreman magnum.
    e) Remove the brain stem sample (min 1cm of the brain stem) using the scalpel blade. Samples are put in the labelled screw-cap vial and place the vial in the zip lock bag. Dispatch the sample in cold storage with required details to the laboratory.
    f) If samples cannot be dispatched on the same day to the lab, it should be stored in the deep freezer with uninterrupted power supply.
    g) Collect all remains of necropsy; body parts of dog, materials used for necropsy into a thick garbage bag and tie the bag with yellow tape to indicate bag is in line for disposal.
    h) If carcass cannot be disposed immediately. Keep the bag in -20C freezer.
3. List of Minimum items required to collect brain sample from rabies suspected dog
    a) BP Blade with Handle
    b) Garbage bag
    c) Labelling stickers
    d) Sample collection vials
    e) Zip-lock bags
    f) Protective gear (Face shield, face mask, apron, long gloves and 2 pair of normal latex gloves).
4. Carcass disposal:

Carcass including necropsy waste should be put in a double layer plastic bag while wearing personal protective gear. And carcass should be disposed of by incineration at Sumanhalli Animal crematorium, RR Nagar Zone or by Deep burial method after proper disinfection using soda lime.

Annexure-5 Euthanasia protocol

1. Decision to euthanize an animal is made by the opinion of 2 Veterinarians.
2. Euthanasia should be carried out by a Veterinarian only.
3. If it is a owned/ Care taker's dog, consent for euthanasia MUST be obtained.
4. **Procedure**

    a) Wear protective gears (gloves, facemask)
    b) The dog should always be sedated first before administering the euthanizing agent.
    c) Administer Xylazine 1-2mg/kg intramuscular (or any recommended sedative drugs); wait for 15 to 20 minutes until dog is completely sedated.
    d) Once dog is sedated, administer thiopental sodium (freshly diluted) /propofol IV or any recommended agents as a bolus or to effect.
    e) Check respiration, heart beat and pulse and death should be confirmed by 2 veterinarians and note time of death.

Annexure-6 Record Maintenance

1. Should maintain log book for Sutures used for ABC surgery. The logbook should be produced for inspection.
2. Should maintain log books for Medicines, Anti-Rabies vaccine, Combined Vaccine and RFID Chips used during ABC indicating the batch number, date of manufacturing, date of expiry of the medicine and vaccines, the same shall be produced during inspection.
3. The pregnant dogs shall not be operated upon and puppies and adult dogs shall be housed in separate kennels.
4. Details of ABC surgery and vaccination shall be entered in the mobile app.
5. All the dogs that are sterilized shall also be vaccinated with ARV, Combined Vaccine, inserted with RFID Chips and a dose of endectoparaciticide (eg. preferably Injectable ivermectin).

6. During the 3 days post-operative care, the dogs should be given required Broad spectrum antibiotics (long acting Pencillins, Amoxycillin+Salbactum), medicines, and nutritious food and water without fail. Any negligence in this regard in cluding early release of the dog without permission / botched up cases reported shall be viewed seriously with penalty imposed and the immediate treatment of the dog shall be undertaken at a hospital with good facilities, completely at the cost of the service provider.
7. Details of post-operative care should be entered in the mobile app.
8. Due protocol should be followed during release of the dog
    a) The Veterinary Practitioners should carefully verify the dog's condition on the wound/suture and certify before releasing the dog. In case the wound/suture is not healed, the dog should be retained in the ABC centre till it is completely healed and only then should the dog be released.
    b) After sterilization, immunization, deworming and post-operative care, the dogs shall be left at the place from where they were caught. Both the ears of the dog shall be clipped in "V' shape at the tip of both the ears for identification.
    c) In case of any emergencies at the ABC centre, this should be brought to the notice of BBMP zonal officials immediately.
9. General protocol to be followed while attending dogs that need immediate first aid / treatment:
    a) If any stray dog operated upon needs immediate medical attention following ABC surgery, it shall be undertaken by the zonal ABC centre.
    b) If any stray dogs in their zones needs immediate first-aid and treatment, it shall be given by the service provider at their own cost till dog recovers and dog shall be released as per Veterinarians opinion. For further operative care, it can be referred to a higher facility.
10. Fundamentals:
    a) Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. Ownership status of all movable assets created from the investments made by the BBMP shall remain with the BBMP.
    b) The successful tenderer / selected Organization or service agency shall maintain a 12hour (7AM to 7pm) help line with telephone connection to register the public

complaints in each zone and attend the same on priority basis, & shall agree to attend to public complaints on holidays on rotation basis.

c) No public complaints on Re-location of dogs shall be entertained. Habitual biting dogs if any are to be kept under observation and thereafter released at the same place.

d) The selected tenderers will be required to arrange for the Centre with Kennel facilities for a minimum of 100 dogs on rental basis. BBMP will pay rent for such rented facility at PWD approved rates. However, if BBMP provides the field clinic facilities the successful tenderer will have to maintain the field clinic at their own cost, and after the successful completion of the tender the service provider should return the premises/items/equipment's in good condition.

e) The successful bidders shall be required to arrange for other facilities like operation theatres, post-operative care/observation facilities, Dog catching vehicles with GPS tracking system as prescribed by BBMP, drivers, dog catchers and other supporting staff trained in specialised ABC norms/guidelines.

f) The successful tenderer shall own or obtain on lease, required number of Dog catching vehicles in good condition covered with top and grill work at the back to avoid dog jumping during transportation, with GPS tracking system along with drivers and dog catchers. The name of the service agency, the zone and the words "On Duty to BBMP" must be visibly prescribed on the vehicle. The helpline number must also be displayed on the vehicle.

g) The Veterinarian, OT assistants/para vet, Supervisors, Stray dog catchers, of each zone should have uniform as prescribed by BBMP, identity cards as prescribed by BBMP and should have sufficient experience and should have to be trained in catching the dogs by AWBI recognized centres / recognised Veterinary Colleges.

h) The successful tenderer shall arrange basic facilities like water and electricity in the facility. If BBMP provides field clinic facility the recurring expenditure of water & electricity shall be borne by the successful tenderer.

i) Advance intimation from time to time, regarding the schedule of catching, sterilizing, and vaccinating and if required euthanizing the Stray Dogs, shall be given to

BBMP and volunteers/public of the particular area and record the proof of the intimation.

j) Records of captured Dogs shall be maintained in the register, therein the name of the area/locality, date & time of capture, name of the persons in the Dog Squad at the particular time of that day, Vehicle Registration Number, Driver's name and other relevant documents. Relevant details should also be entered in the mobile Dog Application.

k) Agency has to carry out I.E.C. activities, awareness programs to public on ARV, Combined vaccination and MicroChipping at their own cost for effective implementation of the same

l) Agency should update the activities carried out on daily basis.

m) The Successful bidder agency should maintain the ABC premises in good clean hygienic condition.

n) CCTV's should be installed by the successful bidders at the ABC centers to ensure highest transparency and accountability and access shall be provided to BBMP officials and those certified by Monitoring Committee as Observers.

4. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

5. Data, Services and Facilities to Be Provided by the Client

[None]

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

[None]

7. Composition of Review Committee to Monitor Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the Monitoring Committee.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

ABC centre shall maintain a record system to provide readily available information on: (as per ABC Rules 2023)

1) Number of ABC surgeries conducted per day per month
2) Detailed history of the dog.
3) Medications, sutures, Autoclaved instruments details log book.
4) Vaccination log book.

9. List of Positions whose CV and Experience would be evaluated

The list of positions whose CV and Experience will be evaluated is available in Data Sheet at 3.3.3

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2024, **BETWEEN** on the one hand, …… (Hereinafter called the "Client") **AND** on the other hand, …… (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, JD AH

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding 7 days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than 30 days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and 30 days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within 7 days of receipt after being notified or within

such further period as the Client may have subsequently approved in writing;

c) if the Service Provider become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than 30 days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate

advanced technology and safe methods, and as per ABC rules 2023. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staff, shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) The service provider should not collect any funding from the agencies.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor the staff shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the staff of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

   a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

The service provider should report:

1) Number of ABC surgeries conducted per day per month.
2) Mass Dog Vaccination (MDV) and Microchipping

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

As defined at 3.3.3.

2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff.
4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.
5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate measures are taken for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as per the Labour department government of Karnataka.

2.6.2. Contract Price

The Contract price will be the rate finalized in the tender.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

a) Payment will be made month wise on submission of satisfactory services rendered, upon verification with WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP app, with vehicle GPS reports & submission of acceptance certificate (of such satisfactory services) by concerned Zonal assistant directors, Animal husbandry and confirmation of the same by the zonal joint commissioners, after verification of the data collected through the WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP application and submission of details of Log book of Autoclaved Instruments details, Medicines, sutures, vaccine details used on stray dogs.

b) Penalties:

i. The service provider has to conduct minimum 90% of the total estimated ABC surgeries target per month

ii. Of the above service provider has to conduct minimum 60% female stray dogs ABC surgeries

iii. A minimum of 30 Stray Dogs/Day for a minimum period of 25 Days in a Month has to be Vaccinated & Micro chipped in MDV Drive.

iv. No penalty will be levied if target are not met for ABC Programme. However in MDV if monthly target are not achieved, 1% of the Bill Amount will be deducted on that particular Month.

v. The service provider has to conduct ARV, Combined Vaccine and Microchipping to minimum 70% of the total estimated ward population of stray dogs and should submit vehicle GPS reports as a proof.

vi. Reported and verified cases of botched up surgeries (that is surgeries leading to evisceration, toxemia and possible death of the animal) of more than 2% of the total ABC surgeries undertaken in that month an amount equal to 10% on the monthly bill will be deducted as penalty, any botched-up surgeries beyond this limit will be viewed seriously and the service providers services are liable to be terminated with immediate effect.

vii. No relocation of stray dogs are permissible and if there is proof of the service provider indulging in such relocations then the service will be

terminated with immediate effect , also SD amount will be forfeited, and action will be initiated as per the ABC rules.

viii. Disinfection protocols of ABC centres and Dog catching vehicles should be followed compulsorily, failing which penalty up to 2% will be levied if found in unhygienic condition on inspection.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Place of Jurisdiction

All the matters pertaining to court will be in the city of Bangalore Jurisdiction only.

2.7.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.8. Performance Security

a) Within 21 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee drawn in favour of the Client, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the

Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of service provider and excess expenditure incurred on account of this will be recovered by BBMP from the service provider Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP_____

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From DD/MM/YY	**To** DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	

Title:	
Company Seal:	

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the

tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

Sl.	**Checklist of Documents**	
1.	Earnest Money Deposit (EMD)	
2.	AWBI registration certificate	
3.	GST registration certificate if applicable.	
4.	EPF registration certificate.	
5.	ESI registration certificate.	
6.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Rs.1,43,33,220.00 (One time of the estimated value of the tender) in any one of the last three years i.e, 2020-21, 2021-22, 2022-23)	
7.	Audited Balance Sheet, 2020-21, 2021-22, 2022-23	
8.	Audited Profit & Loss Statement 2020-21, 2021-22, 2022-23	
9.	IT returns of past 3years, 2020-21, 2021-22, 2022-23.	
10.	Affidavit as per format enclosed.	
11.	Bidder should have conducted minimum of 3600 ABC Surgeries (50% of the total estimated surgeries in a year) satisfactorily in any of the three financial years, i.e., 2020-21, 2021-22, 2022-23 and should not have had any major registered complaints with respect to the violation of ABC rules-2023, section- 4(2) and there after the guilt proved. AWOs providing services to government bodies can submit work orders as document for work experience and remaining can submit related necessary documents to fulfill the criteria.	
12.	Details of the existing contracts.	
13.	A detailed description of the proposed methodology, staffing, and monitoring, training on ABC programs.	

<table>
<tr><td>Sl.</td><td>Checklist of Documents</td><td></td></tr>
<tr><td>14.</td><td>CV, course completion certificate, AWBI training certificates for the doctors for the following staff:
<table>
<tr><th>Sl.</th><th>Position</th><th>ABC</th><th>MDV & Microchipping</th></tr>
<tr><td>1.</td><td>Qualified, Registered Veterinary Practitioner (Proven Skills in ABC surgeries)</td><td>2</td><td>1</td></tr>
<tr><td>2.</td><td>Veterinary assistants /Para-vet</td><td>2</td><td>-</td></tr>
<tr><td>3.</td><td>Supervisors</td><td>1</td><td>-</td></tr>
<tr><td>4.</td><td>Stray dog catchers</td><td>8</td><td>4</td></tr>
<tr><td>5.</td><td>Cleaning staff</td><td>2</td><td>-</td></tr>
<tr><td>6.</td><td>Drivers & Vehicles with GPS</td><td>2</td><td>1</td></tr>
<tr><td>7.</td><td>Data entry Operator</td><td>1</td><td>1</td></tr>
</table></td><td></td></tr>
<tr><td>15.</td><td>Technical Proposal Submission Form</td><td></td></tr>
<tr><td>16.</td><td>Details of Service Provider</td><td></td></tr>
<tr><td>17.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td><td></td></tr>
<tr><td>18.</td><td>Any other documents as per the tender document.</td><td></td></tr>
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